



6. I do not maintain an office in New York State.
7. I do not have a mailing address in New York State.
8. I do not have a telephone or facsimile number in New York State.
9. I do not derive any substantial revenue from any goods used or consumed or services rendered in New York State.
10. I do not have any employees, agents, personnel or representatives located in New York State.
11. I am not a party to any contracts with any companies or businesses in New York State, nor am I a party to any contract, the subject matter of which concerns any property or business in New York State.
12. I am currently not pursuing any contracts or business that are to be performed, or concern any goods or services, in New York State, nor was I during the relevant time period.
13. I am not a party to the Purchase Agreement, dated as of November 7, 2005, between Defendants Ocean Bay Properties I Limited (“OBI”), Ocean Bay Properties II Limited (“OBII”), and British Colonial Development Company (“BCDC”), on the one hand as “Seller”, and Plaintiff IGY Ocean Bay Properties Limited (“IGY”) on the other as “Purchaser”, that is described in the Complaint.
14. I was not to be a party to the prospective Shareholder’s Agreement with Plaintiff IGY Ocean Properties Limited, also described in the Complaint.
15. Neither I nor any company or business in which I have any interest transacts any business within New York State, nor have we contracted outside New York State to supply goods within New York State.
16. I do not have any bank accounts or other assets located in New York State.
17. I do not incur or pay any taxes in New York State.

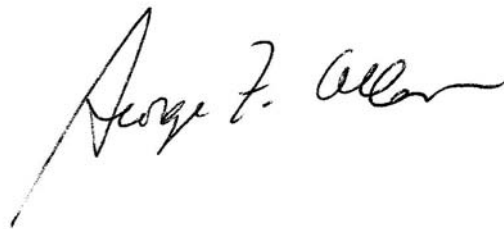
18. Prior to the execution of the Purchase Agreement which occurred on or about November 7, 2005, I had a few meetings in New York State with Marc Levy, IGY's Senior Managing Director at IGY's New York office regarding the Purchase Agreement in late 2004 and 2005. I traveled from Florida for those meetings.

19. Also prior to the execution of the Purchase Agreement, I had a few meetings in the New York offices of the attorneys for the parties to the Purchase Agreement.

20. None of the allegations specifically asserted against me in the Complaint relate to my conduct in New York State.

21. I have corresponded or spoken with Andrew Farkas (the principal of IGY) and Marc Levy by email and occasionally by phone (including by cell phone) while I was either in Florida or the Bahamas. At different points while corresponding with them, Messrs. Farkas and Levy were in various locations worldwide, including St. Thomas and Dubai, and New York. I have also met with Andrew Farkas and Marc Levy as well as other IGY personnel in Florida and the Bahamas.

Wherefore, the Declarant respectfully requests that all claims alleged in the Complaint against him be dismissed.

A handwritten signature in black ink, appearing to read "George F. Allen". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

George Allen

Executed in Vero Beach, Florida on December 20th, 2007